



BOARD OF SUPERVISORS      Agenda Number:  
AGENDA LETTER

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

100 APR -4 PM 2:25  
COUNTY OF SANTA BARBARA  
CLERK OF THE  
BOARD OF SUPERVISORS

Department            General Services  
Name:  
Department No.:      063  
For Agenda Of:        April 15, 2008  
Placement:            Administrative  
Estimated Tme:  
Continued Item:        No  
If Yes, date from:  
Vote Required:         majority

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**TO:** Board of Supervisors  
**FROM:** General Services      Bob Nisbet, Director (805) 560-1011 *Bob Nisbet*  
Contact Info:            Paddy Langlands, Assistant Director (805) 568-3096  
**SUBJECT:**      UCSB Grant of Water Pipeline Easement for Isla Vista Sheriff Foot Patrol  
                         Substation  
                         Third Supervisorial District

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**County Counsel Concurrence**

As to form Yes

**Auditor-Controller Concurrence**

As to form Yes

**Other Concurrence:** Risk Manager

As to form Yes

**Recommended Actions:**

That the Board of Supervisors execute the attached original and duplicate original Grant of Easement and Agreement between the County of Santa Barbara and the Regents of the University of California, for the County's use of a portion of University-owned campus property adjacent to the newly constructed Isla Vista Foot Patrol Substation on Trigo Road, in Isla Vista, for a period of forty years for the purpose of installing and maintaining underground waterlines to provide water for fire sprinklers and a fire hydrant to serve the Substation; and accept the easement by authorizing the Clerk of the Board to sign the Certificate of Acceptance attached thereto.

**Summary Text:**

The County is constructing an approximately 5,000 square foot Sheriff Substation in Isla Vista. This Easement and Agreement will allow installation of a water line that crosses University-owned property to be installed and maintained to be used solely for the purpose of providing an emergency water source for a fire sprinkler system and fire hydrant to serve the Substation.

**Background:**

On August 1, 2006, the County of Santa Barbara entered into a Memorandum of Understanding (MOU) with the Regents of the University of California for the purpose of cooperating in establishing a facility from which to provide the Isla Vista community with law enforcement services. The MOU set forth the process by which the University would review and approve all plans and specifications for the Sheriff

Substation, as well as a process and fee schedule for reimbursing the University for staff time and direct costs related to the project.

The County subsequently executed a Ground Lease, dated June 19, 2007, with the Regents, for an approximately 15,000 square foot portion of the University-owned property located at 6504 Trigo Road, in Isla Vista. That Ground Lease provided guidelines for future agreements between the parties to facilitate the needs of the Substation, including utility easements, and referred to the MOU to determine the appropriate reimbursement for University staff time. This Easement and Agreement is being executed pursuant to the Ground Lease and the MOU.

Construction of the Substation is underway and progressing according to schedule. Acceptance and approval of this Easement and Agreement will allow the installation of the necessary water lines that provide an emergency water source for the fire sprinkler system and dedicated fire hydrant. Construction and maintenance of the water line is addressed in the construction plans and specifications related to the Ground Lease, and the related costs and fees have been addressed in the MOU.

**Fiscal and Facilities Impacts:**

No additional fiscal or facilities impacts.

**Staffing Impacts:** None

**Special Instructions:** After Board action, please execute Acknowledgement and distribute as follows:

1. Original and Duplicate Original Grant of Easement and Agreement, and Acknowledgement      Don Grady, Office of Real Estate Services
2. Copy of Grant of Easement and Agreement                      Board's Official File

**Note:** The Office of Real Estate Services will record the document and return a conformed copy to the Clerk of the Board for its file and reference.

**Attachments:** Grant of Easement and Agreement

**Authored by:** Don Grady, Office of Real Estate Services

Recording Requested By  
and When Recorded Mail to:

University of California  
Real Estate Services Group  
1111 Franklin St., 6<sup>th</sup> floor  
Oakland, CA 94607

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## GRANT OF EASEMENT AND AGREEMENT

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No recording fee pursuant to Government Code §6103

THIS AGREEMENT, made as of this 20th day of March, 2008, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter referred to as "Grantor", and the COUNTY OF SANTA BARBARA, a subdivision of the State of California, hereinafter referred to as "Grantee".

WHEREAS, Grantee is the "Tenant" and Grantor is the "Landlord" under that certain Ground Lease, dated June 19, 2007 (the "Lease"), pursuant to which Grantee ground leases approximately 16,500 gross square feet of land located at 6504 Trigo Road in Isla Vista, Santa Barbara County, California, and described in Exhibit "A" attached hereto (the "Leased Land"), for the purpose of constructing a building and related improvements to be used for the operation of the Santa Barbara Sheriff's Department and associated public safety agencies as more fully described in the Lease; and

WHEREAS, in accordance with Section 2.8 of the Lease, Grantee desires to acquire a nonexclusive easement ("Easement") in a portion of Grantor's adjacent property located immediately to the east of the Leased Land to the east side of Ocean Road on Grantor's main campus ("Campus Land"), which easement is described in Exhibit "B" and depicted on Exhibit "C" for a total area of approximately 2,814 square feet (herein the "Easement Area") for the installation of underground water lines and ancillary facilities for the provision of water to the fire sprinklers and fire hydrant serving the Leased Land.

NOW, THEREFORE,

1. Grantor hereby grants to Grantee a nonexclusive easement on the Campus Land located as described in Exhibit "B" and Exhibit "C" for so long as the Easement Area is used exclusively for the purpose of installation, operation, repair and maintenance of underground facilities consisting of water lines and ancillary fixtures for water service required for the operation of fire sprinklers and a fire hydrant to be constructed by Grantee to serve the Leased Land, including buildings and improvements that may be constructed thereon, during the term of the Lease, which term expires on July 2, 2047, unless the Lease is terminated sooner pursuant to the terms thereof ("Lease Termination Date"). Grantee acknowledges that under no circumstances shall Grantee use the Easement for domestic water service. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted.

2. Grantee shall maintain the Easement Area together with any improvements constructed or installed thereon by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at Grantee's sole cost and expense. Grantee shall promptly reimburse Grantor for the costs associated with Grantee's Easement, including any inspections or tests of the fire hydrants or sprinkler system if requested or required, to the extent such services are conducted by Grantor, and the costs for water, as may be reasonably determined by Grantor.

3. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way pertaining to the Campus Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Easement or the Easement Area.

4. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements, at Grantee's sole cost and expense. Grantee shall obtain Grantor's prior written approval for any improvements it constructs or installs and any maintenance and repairs it undertakes within the

Easement Area and shall provide Grantor with at least ten days' prior written notice of any work it plans to do in the Easement Area, except in the event of an emergency in which case Grantee shall notify Grantor as soon as possible. The permitting and inspection of Grantee's work within the Easement Area shall be subject to compliance with Article 2 of the Lease, including without limitation Grantee's prompt reimbursement to Grantor for all staff time and direct costs incurred in connection with the requirements of Article 2. Grantee shall furnish Grantor with two sets of "as built" drawings and specifications (including reproducible hard copies and electronic files in PDF, TIF and CAD formats), conforming to Grantor's campus guidelines for final record drawings, for all improvements within the Easement Area.

5. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Campus Land or on any other real property of Grantor adjacent to the Easement Area.

6. Grantor, at no cost to Grantee, may relocate the Easement if in the opinion of Grantor it unreasonably interferes with the present or future use by Grantor of Grantor's land; provided, however, that if such relocation is required by any regulatory authority or agency other than Grantor, then such relocation shall be at the sole cost of Grantee. If the Easement is relocated, then Grantor shall provide to Grantee a substitute Easement Area reasonably suited to Grantee's needs.

7. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.

8. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, buildings, fences, curbs, bikepaths, landscaping and pavement, that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.

9. This Grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to protect, defend and indemnify Grantor, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, its contractors', agents', officers', members', employees', invitees', or licensees', however occurring, except to the extent and in proportion to any such injury or loss caused by the willful or negligent acts or omissions of Grantor.

10. The insurance requirements under Article 9 of the Lease, which are incorporated herein by this reference, shall apply to the Easement and Grantee's use of the Easement Area and Grantee shall obtain and maintain such insurance coverage for the Easement; provided, however, that such obligations may be satisfied through the County's self-insurance program as described in Article 9 of the Lease.

11. This Easement shall terminate on the earlier of (a) the Lease Termination Date or (b) if Grantee no longer uses the water lines within the Easement to supply water service to the fire sprinklers and hydrant, upon election of either party, within 180 days after written notice of such election is sent from the electing party to the other party. In the event of such termination, the Easement shall be quitclaimed from Grantee to Grantor, without expense to Grantor, and any and all interest in Grantor's Land conveyed in this Easement shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Easement Area. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor.

12. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against any of Grantor's real property as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or any of Grantor's real property.

13. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

14. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

15. Should archeological or paleontological resources be disclosed during any planning, preconstruction, or construction activities undertaken pursuant to this Easement, all activities which could damage or destroy these resources shall be temporarily suspended until the Easement Area has been evaluated by a non-University of California archeologist recognized by the State Office of Historic Preservation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By Donna Carpenter

Its Vice Chancellor, Administrative Services

GRANTEE: COUNTY OF SANTA BARBARA

By See Attached County Signature Page

Its \_\_\_\_\_

State of California )  
 ) SS  
County of Santa Barbara )

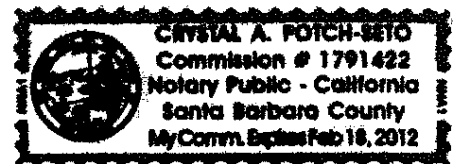
On March 27, 2008, 2008, before me Crystal A. Potch-Seto,  
Notary Public, personally appeared Donna Carpenter,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Crystal A. Potch-Seto

(Seal)





Project: Grant of Water Line Easement  
Folio: 003449 (cont'd)  
APN: 075-172-012, 013, 015  
Agent: DG

**COUNTY SIGNATURE PAGE**

"GRANTEE"  
COUNTY OF SANTA BARBARA

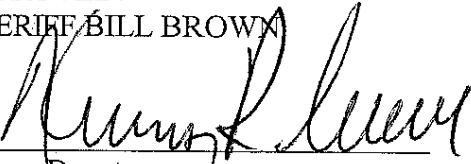
ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Chair, Board of Supervisors  
Salud Carbajal

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

APPROVED:  
SHERIFF BILL BROWN

By:   
Deputy

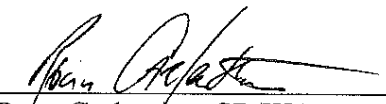
APPROVED AS TO FORM:  
DANIEL J. WALLACE  
COUNTY COUNSEL

By:   
Deputy


APPROVED AS TO FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

APPROVED:

By:   
Romm Carlentine, SR/WA  
Real Property Manager

APPROVED:

By:   
Ray Aromatorio, ARM, AIC  
Risk Program Administrator

State of California )  
 ) ss  
County of Santa Barbara )

On \_\_\_\_\_, 2008, before me  
\_\_\_\_\_, Notary Public, personally appeared  
\_\_\_\_\_, who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed  
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_ (Seal)

Exhibit "A"

Leased Land

The easterly 165 feet of Lot 1 in Block "H" of the Ocean Terrace Tract, in the County of Santa Barbara, State of California, according to the Map thereof recorded in Map Book 15 at Pages 101, 102, and 104, in the office of the County Recorder.

Exhibit "B"

**Legal Description of Waterline Easement  
(For the benefit of the County of Santa Barbara)**

That portion of Rancho Los Dos Pueblos in the County of Santa Barbara, State of California described as Parcel Two in the quitclaim deed to The Regents of the University of California Corporation, recorded June 6, 1949 as instrument No. 6893 in Book 857, Pages 53 through 76 of Official Records, in the office of the County Recorder for said County, and described as follows;

A strip of land, 15.00 feet in width lying 7.50 ft on each side of the following described centerline

Beginning at a certain point on the common line between the lands of said Regents of the University of California as mentioned hereinabove and the lands of the Ocean Terrace Tract as shown on map recorded at Book 15, Pages 101 through 103, in the office of said County Recorder, said common line being described in the 1<sup>st</sup> course of the description of said Parcel Two of the quitclaim referred to above as having a bearing and distance of "N.0°19'40"E. 3224.95 feet", said point on said common line bears N.01°18'25"E.156.22 feet from a ½" iron pipe (open) set on said common line at the southeasterly corner of Lot 16 Block G of said Ocean Terrace Tract is shown as record per Book 2 page 9 of Parcel maps, records of said County;

Thence 1<sup>st</sup>, leaving said common line as mentioned above, S.88°39'27"E. 7.50 feet to a point onto said Regents tract of land as referred to hereinabove;

Thence 2<sup>nd</sup>, S.01°18'25"W. 18.00 feet along a line which is parallel with and easterly 7.50 feet of said common line as mentioned hereinabove;

Thence 3<sup>rd</sup>, S.88°39'27"E.162.14 feet to a point which bears N.52°09'18"E. 218.75 feet from said ½" iron pipe as referred to hereinabove.

Said Parcel containing 2,814 sq.ft. more or less

The sidelines of said 15.00 foot wide strip to be prolonged or shorten westerly to terminate at the common line between said lands of Regents and Ocean Terrace Tract.

Prepared by



Robert T. Flowers

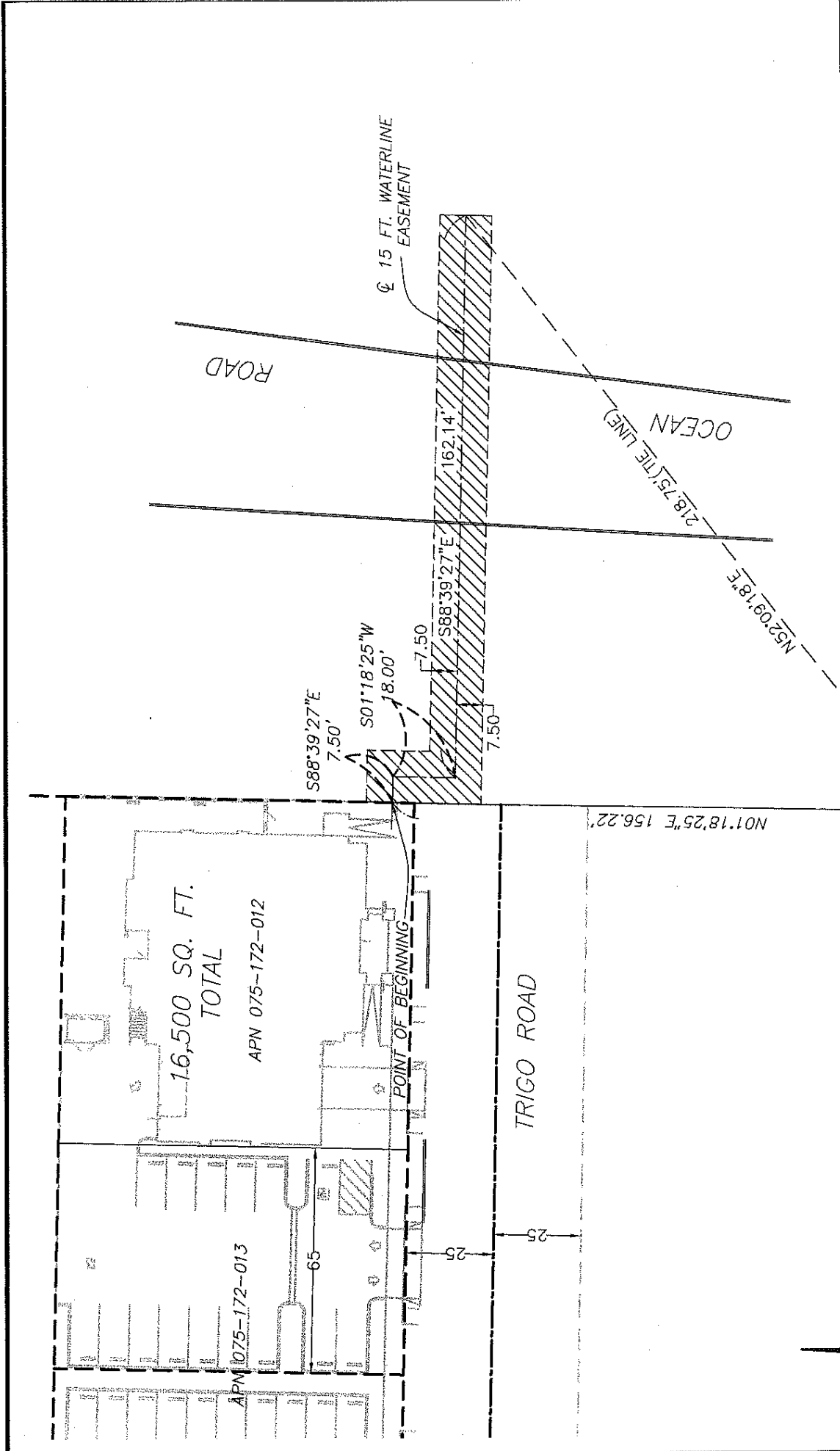
RCE No. 18324

License Expiration Date: 06/30/09



Said easement is shown on the map attached here as Exhibit "C" and incorporated herein by reference.

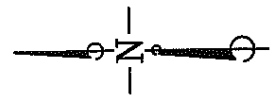
Dated: March 31, 2008



**EXHIBIT "C"**  
**WATERLINE EASEMENT**  
 IN FAVOR OF  
 THE COUNTY OF SANTA BARBARA  
 OVER A PORTION OF THE CAMPUS OF U.C.S.B.

**FLOWERS & ASSOCIATES, INC.**  
 CIVIL ENGINEERS  
 201 N. Calle Cesar Chavez, Suite 100 Santa Barbara, CA 93103  
 Telephone (805) 966-2224

March 31, 2008



SOUTHEASTERLY CORNER OF  
 LOT 16-BLOCK G REC. PER  
 OCEAN TERRACE TRACT/ M.B. 15-102

SCALE: 1" = 40'

